

Accident Insurance – Summary

Underwritten by: United States Fire Insurance Company

Policy Number: US1069632

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Certificate. Additional terms may be defined within the provision to which they apply.

Accident means a sudden, unforeseeable external event which:

1. Causes Injury to one or more Covered Persons; and
2. Occurs while coverage is in effect for the Covered Person.

Aircraft means a vehicle which:

1. Has a valid certificate of airworthiness; and
2. Is being flown by a pilot with a valid license appropriate to the aircraft.

Amateur means a sport or activity where the participants engage largely or entirely without compensation.

Benefit Period means the period of time from the date of Injury, as shown in the Schedule of Benefits.

Covered Expenses means expenses actually incurred by or on behalf of a Covered Person for the Usual, Reasonable and Customary charges for the Medically Necessary treatment, services and supplies covered by the Policy and Certificate and which is performed or given under the direction of a Physician for treatment of an Injury. Coverage under the Policy and Certificate must remain continuously in force from the date of the Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. A Covered Expense for an Injury cannot be in excess of the maximum benefit amount payable per service as shown in the Schedule and cannot be for medical services and supplies that are excluded under the Policy.

Covered Person means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Certificate.

Dependent means the Insured's unmarried child who:

1. Has his principal residence with the Insured;
2. Chiefly relies on the Insured for support and maintenance; and
3. Is within the following age groups (unless otherwise shown in the Application):
 - a. Under 19 years of age;
 - b. 19 but less than 25 years of age and enrolled in a School as a full time student; or
 - c. 19 or more years of age, and primarily supported by the Insured and incapable of self-sustaining employment by reason of mental or physical handicap.

Child can include stepchild, foster child, legally adopted child, a child of adoptive parents pending adoption proceedings, and natural child.

Eligible Expenses means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Certificate is in force.

He, his, and him includes she, her and hers.

Hospital means an institution which:

1. Is operated pursuant to law;
2. Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
3. Is under the supervision of a staff of Physicians;
4. Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
5. Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a. On its premises; or
 - b. Available to it on a prearranged basis; and
6. Charges for its services.
7. Is a duly licensed Rehabilitation Facility.

Hospital does not include:

1. A clinic or facility for:
 - a. Convalescent, custodial, educational or nursing care;
 - b. The aged, drug addicts or alcoholics;
2. A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

- a. The services are rendered on an emergency basis; and
- b. A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

Hospital Stay means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

Injury means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

Leased Aircraft means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

1. Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
2. Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
3. Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

Leased Aircraft does not include any Owned Aircraft.

Medically Necessary or Medical Necessity means a treatment, service or supply that is:

1. Required to treat an Injury; and
2. Prescribed or ordered by a Physician or furnished by a Hospital;
3. Performed in the least costly setting required by the condition;
4. Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Group Policy or this Certificate.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of alternative to be the Covered Expense.

Nurse means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

Operated or Controlled Aircraft means an aircraft which:

1. Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
2. Can be used at the Policyholder's discretion; and
3. Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

Operated or Controlled Aircraft does not include any Owned Aircraft.

Owned Aircraft means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

Physician means a person who is a qualified practitioner of medicine. A such, He or She must be acting within the scope of his/her license and under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's Spouse, son, daughter, father, mother, brother, or sister or other relative.

Principal Sum means the largest amount payable under the benefit for all losses resulting from any one Accident.

Spouse means the lawful Spouse, if not legally separated or divorced, [or Domestic Partner][or Civil Partner.

Usual, Reasonable and Customary means:

1. With respect to fees or charges, fees for medical services or supplies which are;
 - a. Usually charged by the provider for the service or supply given; and
 - b. The average charged for the service or supply in the locality in which the service or supply is received;or
2. With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

ELIGIBILITY FOR INSURANCE Eligibility: Persons eligible to be insured under this Certificate are those persons described as an ELIGIBLE CLASS on the Schedule of Benefits. This includes anyone who may become eligible while this Certificate is in force.

EFFECTIVE DATES OF INSURANCE: Covered Person's Effective Date: A Covered Person will become an insured under this Certificate, provided proper premium payment is made, on the latest of:

1. The Effective Date of the Certificate; or
2. The day He becomes eligible, subject to any required waiting period, according to the referenced date shown in the Application.

TERMINATION DATE OF INSURANCE: Covered Person's Termination Date

Insurance for a Covered Person will end on the earliest of:

1. The date He is no longer in an Eligible Class.
2. The date He reports for full-time active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - a. The date the premium is fully earned; or
 - b. The Expiration Date of the Policy.This does not include Reserve or National Guard duty for training;
3. The end of the period for which the last premium contribution is made; or
4. The date the Policy is terminated; or
5. The date the Covered Person requests, in writing, that his/her coverage be terminated.

SCOPE OF COVERAGE : We will provide the benefits described in this Certificate to all Covered Persons who suffer a covered loss which:

1. Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
2. Occurs while the person is a Covered Person under this Certificate; and
3. Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount (if any).

The Covered Person must be under the care of a Physician when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

1. While the person is insured under this Certificate; or
2. During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

DESCRIPTION OF HAZARDS

HAZARD: ALL CONVEYANCES, Except Owned Aircraft (Business & Pleasure Travel)

We will pay the benefits described in this Certificate for any of the types of Accidents described below.

Travel in an Aircraft - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is riding only as a passenger in, or getting on or off of:

1. A civil Aircraft that is not being used for:
 - a. Crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or
 - b. Any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); or
2. A military Aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.

Aircraft Not Covered - We will not pay benefits if the Aircraft is any of the following:

1. Leased Aircraft;
2. Operated or Controlled Aircraft; or
3. Owned Aircraft.

Travel in Other Vehicles - We will pay benefits for Injury caused by an Accident which happens while a Covered Person is driving (except for pay or hire), riding as a passenger in, or getting in or out of, any other land or water vehicle.

Being Struck by a Vehicle – We will pay benefits for Injury which occurs as a result of a Covered Person being struck by any land or water vehicle, or by any aircraft.

Exposure or Disappearance – We will pay benefits for Injury caused by exposure to the elements or disappearance after the forced landing; stranding; sinking; or wrecking; of a vehicle in which the Covered Person was riding, in the course of a trip which would be covered by this Certificate.

A Covered Person will be presumed to have died, for purposes of this coverage, if:

1. He is in a vehicle which disappears, sinks, or is stranded or wrecked; and
2. His body is not found within one year of the Accident.

Additional Exclusion – We will not pay benefits for Injury caused by or resulting from the Covered Person taking part in any organized race or speed contest.

Unless otherwise stated, we will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.

DESCRIPTION OF BENEFITS: ACCIDENTAL DEATH DISMEMBERMENT

If, within 1 year(s) from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, We will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, We will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<u>Loss</u>	<u>Percentage of Principal Sum</u>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

Severance means the complete separation and dismemberment of the part from the body.

ADDITIONAL ACCIDENT BENEFITS

EMERGENCY MEDICAL EVACUATION EXPENSE

We will pay the Eligible Expenses for emergency medical evacuation required by the Covered Person; while he is outside his home state following a covered Injury if:

1. The Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while traveling from his or her principal residence with at least 100 miles distance.
2. The Covered Person's local attending Physician and the authorized Travel Assistance Company certifies an emergency need to send the Covered Person, under medical supervision, to a different medical facility if it is determined that adequate medical treatment is not locally available.

Benefits are payable for:

1. Usual, Reasonable and Customary charges for medical services required for evacuation to the nearest adequate medical facility; and
2. Usual, Reasonable and Customary charges for escort services required by the Covered Person, if he is disabled and an escort is recommended in writing by his Physician; and
3. Ambulance services to the nearest airport and air ambulance upon departure; and
4. Special air transportation costs to return the Covered Person to his home country, if his Physician recommends in writing that his condition requires a stretcher, oxygen or other special medical arrangements; and
5. Expenses above the cost of a return airfare ticket held by the Covered Person or in the absence of a ticket, the cost of an economy airfare ticket.

Benefits are payable up to the maximum benefit amount shown in the Schedule of Benefits.

Benefits will not be paid for any of the following:

1. expenses that exceed the maximum benefit; or
2. expenses paid or payable by any Workers' Compensation, occupational disease or similar law that would pay emergency medical evacuation expenses in the absence of this benefit.

REPATRIATION BENEFIT

We will pay the Eligible Expenses incurred as shown in the Schedule of Benefits, if any, for returning a Covered Person's remains to his place of residence in his home country and state or to the place of burial if he dies directly and independently of all other causes from a Covered Accident outside of His home state or more than 100 miles from His place of residence.

Eligible Repatriation Expenses that are covered are:

1. The cost of embalming or cremation;
2. Minimally necessary coffin, urn or air tray; and
3. Preparation and Transportation of the body or remains

Benefits are payable up to the maximum benefit amount shown on the Schedule of Benefits.

EXCLUSIONS

This Certificate does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following unless otherwise covered under this Certificate by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. An Accident which occurs while the Covered Person is on Active Duty in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;
4. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, We will refund the unearned pro-rata premium upon request;
5. Participation in a riot or insurrection.
6. Any Injury requiring treatment which arises out of, or in the course of fighting, brawling, assault or battery.
7. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural foreseeable result of an Accidental external bodily injury or accidental food poisoning.
8. Disease or disorder of the body or mind.
9. Mental or nervous disorders.
10. Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.
11. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
12. Intoxication or being under the influence of any drug or narcotic.
13. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
14. Driving under the influence of a controlled substance unless administered on the advice of a Physician.
15. Driving while Intoxicated. Intoxicated will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs.
16. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.

17. Conditions that are not caused by a Covered Accident.
18. Covered Expenses for which the Covered Person would not be responsible in the absence of this Certificate.
19. Any treatment, service or supply not specifically covered by this Certificate.
20. Loss resulting from participation in any activity not specifically covered by this Certificate.
21. Charges which Are in excess of Usual, Reasonable and Customary charges.
22. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
23. Regular health check ups.
24. Services or treatment rendered by a Physician, Nurse, or any other person who is employed or retained by the Policyholder.
25. Services or treatment rendered by an Immediate Family member of the Covered Person;
26. Injuries paid under Workers' Compensation, Employers liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
27. That part of the medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
28. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
29. Travel or activity outside the United States.
30. Participation in any motorized race or speed contest.
31. Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.
32. Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma, unless the Heart Or Circulatory Malfunction Benefit is included.
33. Treatment of a hernia whether or not caused by a Covered Accident.
34. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
35. Damage or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Certificate.
36. Expense incurred for treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofascial pain, except as specifically provided in this Certificate.
37. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident.
38. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore.
39. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license.
40. Travel in or upon:
 - a. A snowmobile;
 - b. A water jet ski;
 - c. Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;
 - d. Any off-road motorized vehicle not requiring licensing as a motor vehicle;
41. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - a. While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or
 - b. While being used for any test or experimental purpose; or
 - c. While piloting, operation, learning to operate or serving as a member of the crew thereof; or
 - d. While traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.
 - e. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - f. an ultralight hang-gliding, parachuting, or bungi-cord jumping
Except as a fare paying passenger on a regularly scheduled commercial airline purposes.
42. Treatment for an Injury that is caused by or results from a nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - a. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy and
 - b. The Covered Person was within a 25-mile radius of the site of release either:

- i. At the time of the release; or
 - ii. Within 24 hours of the start of the release]
- 43. Practice or play in any amateur, club sport, intercollegiate, interscholastic, intramural school activity or professional sports contest or competition.
- 44. The repair or replacement of existing artificial limbs, orthopedic braces or orthotic devices.
- 45. Rest cures or custodial care.
- 46. Prescription medicines unless specifically provided for under this Certificate.
- 47. Elective or Cosmetic surgery, except for reconstructive surgery on an injured part of the body.
- 48. Massage Therapy. Physical Therapy or Acupuncture/Acupressure Services, unless otherwise specifically allowed for in the Schedule of Benefits.
- 49. Services rendered for detection and correction by manual or mechanical means including x-rays incidental thereto of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

PREMIUMS: Premium due dates are at the time of application.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Certificate, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2 years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Certificate will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Certificate is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

CONFORMITY WITH STATE STATUTES:

Any provision of this Certificate in conflict, on the Effective Date of this Certificate, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within **30** days [Kentucky: 60 days] after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under **PROOF OF LOSS**, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished no later than one year from the time proof is otherwise required, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

1. The beneficiary named to receive a Covered Person's proceeds;
2. Spouse;
3. Child or children;
4. Mother or father;
5. Sisters or brothers; or
6. The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

1. The Covered Person first agrees in writing to refund the lesser of:
 - a. The amount we actually paid for such expenses; or
 - b. The amount actually received from the third party for such expenses; and
2. The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Certificate, if the third party's liability is satisfied in an amount less than the benefits payable under this Certificate, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Certificate less than 60 days after written proof of loss has been furnished as required by this Certificate. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

If you have any questions about your policy, please call Cook & Company anytime: 615-986-0879.